

**TEXAS DEPARTMENT OF HEALTH**  
**Bureau of Emergency Management**  
**REGIONAL EMD RESOURCE CENTER PILOT**  
**PROJECT**

**Request for Proposals**  
**1100 West 49<sup>th</sup> Street**  
**Austin, Texas 78756**

**Introduction**

The Texas Department of Health (TDH), Bureau of Emergency Management (BEM) is seeking proposals for the inclusion in an existing emergency medical service dispatching center the capability of delivering emergency medical prearrival instructions in accordance with Chapter 773, Subchapter F, of the Texas Health and Safety Code and 25 TAC 157.49, to emergency callers when the calls are forwarded to the center from certain rural area Public Safety Answering Points (PSAP). The department was tasked by the 77<sup>th</sup> Legislature to establish a regional EMD resource center as a pilot project for a period not to exceed one year in order to determine the efficacy and feasibility of such a center providing emergency medical prearrival instructions for callers in underserved rural areas.

**The submissions for Regional EMD Resource Center pilot project proposal must be postmarked by midnight on August 2, 2002.**

**Information:**

Applicants may contact the Bureau office at (512) 834-6700 for clarification of any details in the proposal or application procedure.

**Evaluation:**

**Proposals will be evaluated in accordance with the Regional EMD Resource Center Pilot Project Proposal evaluation criteria (see Attachment C).**

**Proposal Estimates** The applicant shall submit proposal estimates for the contract based on Section 5.0 of the Proposal Specifications (pages 21– 25). The applicant shall complete Attachment B: Proposal Estimate Worksheet, and submit it with all other documentation.

**Penalties:**

Submission of incorrect information or documentation and/or omission of required information or documentation may result in refusal of Applicant's proposal.

Falsifying or submitting falsified information or documentation during the process of making a proposal will result in criminal and/or civil penalties.

## Fact Sheet

1. Prepare the proposal following the guidelines in the “Application Procedure” section of the Request for Proposal (RFP).

Read the Request for Proposal to ensure understanding of all requirements, Applicant qualifications and capabilities, and estimate for additional communications capital equipment and telecommunication access lease costs before writing the proposal.

2. The proposal must not exceed twenty (20) pages in length per entity. Times New Roman 12 point font shall be used in the preparation of the proposal.
4. Complete all application forms and procedures included with the Request for Proposal.  
**Mail all required documentation to the address below postmarked by midnight on: August 2, 2002.**
5. One (1) original and four (4) copies of the proposal packet must be submitted by the admission deadline. Mail packet to:  
Bureau Chief  
Attention: Regional EMD Resource Center Pilot Project Proposal  
Bureau of Emergency Management  
Texas Department of Health  
1100 W. 49<sup>th</sup> Street  
Austin, Texas 78756-3199
6. Do not make any purchases or incur any costs associated with the proposed project until there is a fully executed contract.
7. Final decisions will be based on:
  - a. an evaluation of all information in the Application;
  - b. a consideration of the applicant’s experience in emergency medical dispatching;
  - c. the applicant’s numerical Application score; and,
  - d. references
8. If you have any questions, contact the Bureau of Emergency Management at (512) 834-6700.

# **Texas Department of Health**

## **Regional EMD Resource Center Pilot Project**

### **Request for Proposal**

#### **Purpose**

The purpose of the Regional EMD Resource Center Pilot Project is to provide emergency medical prearrival instruction service to emergency callers in outlying rural areas in which the local Public Safety Answering Points (PSAP) are unable to provide such service. The rural PSAP's will be so configured as to rapidly bridge certain callers to the Resource Center by means of a toll free telephone circuit and will maintain the capability of remaining on the line to monitor the progress of the emergency situation. The department will collect and review certain statistical information regarding the types, the numbers, the frequency, the durations, and the outcomes of all rural PSAP-referred calls to the Resource Center. The department will report the findings of the pilot study regarding the efficacy and benefit of such a service to the 78<sup>th</sup> Legislature.

The Bureau of Emergency Management in conjunction with the Texas Emergency Communications Commission will identify and approve the rural PSAP participants and will establish criteria and guidelines for the transference of emergency calls to the Resource Center.

#### **Applicant Eligibility**

Proposals will be accepted from qualified agencies, organizations, corporations, municipal and other political subdivisions which are currently involved in the provision of emergency prearrival medical instruction in accordance with 25 TAC 157.49 and which has the capacity and capability to deliver such service to an additional twenty callers per day. Entities must be operating in accordance with nationally recognized EMD standards and in good standing with no past or pending administrative actions by the department or any other regulatory agency.

#### **Requirements**

A contract will be developed between TDH and the successful applicant. The contract will run for nine (9) months and will detail items such as budget, reporting requirements, maintenance of records, quality management review of all transactions, general provisions, and any other specifics necessary for the contract.

The successful applicant and all personnel involved in the Regional EMD Resource Center Pilot Project must maintain appropriate EMD credentials throughout the specified contract period.

The successful applicant must be utilizing prearrival instruction resource protocol which has been reviewed and approved by the system's physician medical director.

## **Applicant Notification**

Applicants will be notified by the TDH BEM office of:

- Successful proposal award;
- Proposals not accepted.

## **Budget Consideration**

The proposal award provides reimbursement for an approved project and associated costs that are reasonable and necessary and are incurred after the award is made and during the stated contract period only. Reimbursement may be withheld and a request for return of funds may occur if any of the stated requirements of this contract are not met.

## **Incurring Costs and Rejection of Proposals**

TDH reserves the right to reject any application and is not liable for any costs incurred by the applicant in the development, submission, or review of the application. Any costs incurred in the preparation of the application shall be borne by the applicant and are not allowable in the RFP.

## **Right to Amend or Withdraw RFP**

TDH reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant thereto, if it is in the best interest of TDH or the State of Texas to do so. The decision of TDH will be final.

## **Application Procedure**

Applicants **must** submit a proposal, which includes the following:

- All completed application forms.
- Completed assurance forms.
- All necessary documentation
- References

Proposals must be typed or printed on 8x10 letter-sized paper and not exceed twenty (20) pages in length (TDH required forms will not be considered toward the twenty page limit).

All completed forms must be returned to TDH postmarked by midnight on August 2, 2002.

### **Applicant Experience**

The applicant must possess and maintain throughout the length of the contract, all licenses, certifications, registrations, or department approvals required to perform the specifics of the contract. Applicant must be in good standing with no past or pending administrative actions by the department or any regulatory or oversight agency. Any such action may cause applicant's proposal to be rejected.

### **References**

The applicant shall submit, at a minimum, three (3) letters of support and/or recommendation from elected local officials for whom the applicant currently provides service.

### **Assurances Form**

The Applicant shall truly and fully complete and submit a Non-Profit Board of Directors Assurances Form (page 15), if Applicant is a non-profit organization or entity.

### **Authority to Bind TDH**

The Chief, Bureau of Financial Services, or TDH designee, is the only individual who may legally commit TDH to expenditure of funds. The Applicant, accepted by TDH for this project, will not be reimbursed for its services, related to carrying out its contractual duties, until all necessary parties sign the contract.

## **Proposal Eligibility Checklist**

Proposals will be reviewed and scored based on the information provided by the applicant.

- \_\_\_\_\_ Applicant is a qualified organization, corporation, agency or entity that is involved in the provision of emergency medical dispatch prearrival instruction.
- \_\_\_\_\_ Proposal postmarked or received by deadline August 2, 2002.
- \_\_\_\_\_ All required signatures included.
- \_\_\_\_\_ Original plus four copies received at Bureau by deadline.
- \_\_\_\_\_ Proposal does not exceed twenty pages (excluding required TDH forms).
- \_\_\_\_\_ Proposal is typed or printed on 8x10 letter size paper.
- \_\_\_\_\_ Proposal includes all applicable TDH required forms.
- \_\_\_\_\_ All necessary documentation submitted.
- \_\_\_\_\_ Financial Statement included.
- \_\_\_\_\_ References submitted
- \_\_\_\_\_ Applicant has no pending or past administrative action against it by TDH or any regulatory or oversight agency.

<p>The deadline for submitting the application, required forms and copies will be midnight August 2, 2002. Only those applications and copies that are received or postmarked on or before August 2, 2002, will be reviewed, regardless of the circumstances. Applications may be mailed or hand delivered. If delivered by hand, the proposal must be taken to the Exchange Building, Bureau of Emergency Management, 8407 Wall Street, Suite S220, Austin, Texas, no later than the close of business (5:00 P. M.) of the specified deadline.</p>
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## **Regional EMD Resource Center Pilot Project Application Packet**

**All of the following attached forms must be completed for proposal consideration.**

Forms may be typed or printed on 8x10 letter size paper.

For sections or responses that do not apply, please type “N/A”.

**All of the following documentation must be submitted for proposal consideration**

Forms may be typed or computer-generated.

Information for documents to be submitted may be found in Section XX of the Pilot Project Proposal Specifications, **Applicant Qualifications and Capabilities** (pages - ).

**Final funding decisions will be based on:**

- An evaluation of all information in the Application;
- A consideration of the applicant’s experience in the provision of EMD prearrival instruction;
- The applicant’s numerical Pilot Project Application score; and,
- References



## **Applicant Checklist**

The following checklist is provided to assure the applicant has completed and submitted all of the necessary documents for proposal consideration.

- ☐ Information page.
- ☐ Project Coordinator information
- ☐ Grant and Contract History information
- ☐ Budget Worksheet and Justification
- ☐ Signed Assurances Form
- ☐ Proposal Estimate Worksheet
- ☐ Evidence of past experience in the provision of EMD prearrival instruction.
- ☐ References.
- ☐ Evidence that demonstrates the ability to achieve established work deadlines.
- ☐ Financial statement.
- ☐ Evidence of no past or pending administrative action against the applicant by the department or any regulatory or oversight agency.
- ☐ An outline and/or work plan demonstrating how the Pilot Project will be conducted, supervised, directed and reviewed.
- ☐ An outline and/or work plan showing the timeline for implementation of the project.

**Texas Department of Health**  
**Regional EMD Resource Center Pilot Project Proposal**

**Information Page**

1. Organization Name: \_\_\_\_\_

Street address: \_\_\_\_\_

Organization mailing address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Payee Name: \_\_\_\_\_

Street address: \_\_\_\_\_

Payee mailing address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Other names and addresses used in the past:**

\_\_\_\_\_  
\_\_\_\_\_

3. Type of organization (municipal communication center, emergency medical service communication center, etc.):

\_\_\_\_\_

4. Texas Applicant Identification Number: \_\_\_\_\_  
(14 digit number. One will be assigned if organization has not previously contracted with the state.)

5. Federal Employer Identification Number: \_\_\_\_\_  
(9 digit number. All organizations must submit this number.)

6. List all entities represented by this proposal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Contact Person for Proposal:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **Project Coordinator Information**

Project Coordinator:

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(Name)

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(Title)

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(Home phone)

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(Work phone)

---

(Fax number)

---

(email address)

Alternate contact person:

---

(Name)

---

(Title)

---

(Home phone)

---

(Work phone)

---

(Fax number)

---

(email address)

Person authorized to sign contract:

---

(Name)

---

(Title)

---

(Home phone)

---

(Work phone)

---

(Fax number)

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(email address)

## Grant and Contract History

**Instructions:** All applicants must complete the following section. If not applicable, state “N/A”. (Attach additional sheets if necessary)

**Grant/Contract History:** List all grants and/or contracts related to EMS education that have been awarded within the last five (5) years. (Attach additional sheets if necessary)

[illegible]

**TEXAS DEPARTMENT OF HEALTH**  
**Regional EMD Resource Center Pilot Project Proposal**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**BUDGET CATEGORY**

**2002-2003**

**PERSONNEL:**

**FRINGE BENEFITS (\_\_\_\_ %):**

**TOTAL PERSONNEL:**

**TRAVEL:**

**TOTAL TRAVEL:**

**OTHER OPERATING:**

**TOTAL OTHER OPERATING**

**TOTAL DIRECT CHARGES:**

**\$ \_\_\_\_\_**

**TOTAL COST**

**\$ \_\_\_\_\_**

## **BUDGET JUSTIFICATION**

**SALARIES**

**FRINGE BENEFITS**

**TRAVEL COST**

**OTHER OPERATING COSTS**

**NONPROFIT BOARD OF DIRECTORS AND EXECUTIVE DIRECTOR  
ASSURANCES FORM**

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(Name & Address Of Organization)

The persons signing on behalf of the above named organization certify that they are duly authorized to sign this Assurances form on behalf of the organization. The undersigned acknowledge and affirm:

- A. That an annual budget has been approved for each contract with TDH.
- B. The Board of Directors convenes on a regularly scheduled basis (no less than quarterly) to discuss the operations of the organization.
- C. Actual revenue and expenses are compared with the approved budget, variances are noted, and corrective action taken as needed (with Board approval).
- D. Timely and accurate financial statements are presented by the designated financial officer on a regular basis to the board.
- E. That the Board of Directors will ensure that any required financial reports and forms, whether federal or state, are filed on a current and timely basis.
- F. Adequate internal controls are in place to ensure fiscal integrity and accountability and to safeguard assets.
- G. The Treasurer of the Board has been fully informed of his or her responsibilities as Treasurer.
- H. The Board has Audit and/or Finance Committees that convene regularly and communicate effectively with the Board Treasurer and other Board members in understanding and responding to financial developments.
- I. The organization observes Generally Accepted Accounting Principles when preparing financial statements and fund accounting practices are observed to ensure integrity among specific contracts or grants.
- J. If a contract is executed with the Texas Department of Health, this form will be discussed in detail at the next official Board meeting and that notes of the discussion and a signed copy of this form will be included in the minutes of the meeting. A copy of the minutes will be forwarded to the Texas Department of Health's Grants Management Division, no later than 45 days after the meeting in which the form was discussed.
- K. If a contract is executed with the Texas Department of Health, the Legal and Fiscal Responsibilities for Nonprofit Board of Directors Video and Guide will be viewed and a signed. A tear-out sheet will be completed and filed by each board member with the nonprofit organization no later than 45 days after contract execution. Newly appointed/elected board members will comply with these requirements no more than 45 days after taking office. All tear-out sheets will be available for inspection by TDH staff.

<hr/>	<hr/>	<hr/>	<hr/>
Chairman of the Board	Signature/Date	President or Executive Director	Signature/Date

\*If the signed original of this form has been provided to the Texas Department of Health during the calendar year and the officers signing the document have not changed, a copy of the signed form will be accepted.

**TEXAS DEPARTMENT OF HEALTH  
ASSURANCES AND CERTIFICATIONS**

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**Note: Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the awarding program within TDH.**

As the duly authorized representative of the applicant, my signature on the FACE PAGE Form certifies that the applicant:

1. Has the legal authority to apply for state/federal assistance, and the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this application;
2. Has a financial system that demonstrates accounting, budgetary and internal controls; cash management; reporting capability; cost allowability determination; and source documentation;
3. And parent, affiliate, or subsidiary organization, if such a relationship exists, will give TDH, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
4. Will supplement the project/activity with funds made available through a contract award as a result of this RFP and will not supplant funds;
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
6. Will comply, as a subgrantee, with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;
7. Affirms that it has not given, nor intends to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement;



8. Will honor for 90 days after the application due date the technical and business terms contained in the application;
9. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;
10. Will not require a client to provide or pay for the services of a translator or interpreter;
11. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;
12. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;
13. Will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a, et seq., as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services proposed in this application;
14. Agrees to comply with the following to the extent such provisions are applicable:
  - A. Title VI of the Civil Rights Act of 1964, 42 USC 2000d, et seq.;
  - B. Section 504 of the Rehabilitation Act of 1973, 29 USC 794(a);
  - C. The Americans with Disabilities Act of 1990, 42 USC 12101, et seq.; and
  - D. All amendments to each and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age);
15. Will comply with the Uniform Grant and Contract Management Act (UGCMA), Texas Government Code, Chapter 783, VTCA, and the Uniform Grant Management Standards (UGMS), as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office, which apply as terms and conditions of any resulting contract. If a conflict arises between the provisions of a resulting contract, and the provisions of UGCMA and UGMS, the provisions of UGCMA and UGMS will prevail unless expressly stated otherwise. A copy of the UGMS manual and its references are available upon request;
16. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, VTCA, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;
18. Will comply with environmental standards which may be prescribed pursuant to the following:
  - A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC 4321-4347, and Executive Order (EO) 11514 "Protection and Enhancement of Environmental Quality;"
  - B. Notification of violating facilities pursuant to EO 11738 "Providing for Administration of the Clean Air Act and the Federal Water Pollution Contract Act with Respect to Federal Contracts, Grants or Loans;"
  - C. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC 7401- 7642;
  - D. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 21 USC 349, 42 USC 300f-300j;
19. Will comply with the Pro-Children Act of 1994, 20 USC 6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products;
20. Will comply, if applicable, with National Research Service Award Act of 1971, 42 USC 289L-1 and 20 USC 2080-6081, regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance;
21. Will comply, if applicable, with the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 USC 263 a, which establish federal requirements for the regulation and certification of clinical laboratories;
22. Will comply, if applicable, with the Occupational Safety and Health Administration Regulations on Bloodborne Pathogens, 56 Fed. Reg. 64175 (1991), 29 CFR 1919.030, which set safety standards for those workers and facilities who may handle bloodborne pathogens;
23. Will not, if a for profit organization, charge a fee for profit. A profit or fee is considered to be an amount in excess of actual allowable, allocable, and reasonable direct and indirect costs which are incurred in conducting an assistance project;
24. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program.
25. Defined as the primary participant in accordance with 45 CFR Part 76, and his/her principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Should the applicant not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the application response.

The applicant agrees by submitting this proposal that he/she will include, without modification, the clause titled "A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

26. Understands that Title 31, USC 1352, entitled "A Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a **SPECIFIC** grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization on the FACE PAGE Form) certifies, to the best of his or her knowledge and belief, that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-

LLL, A Disclosure of Lobbying Activities,” (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are included at the end of this application form.

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by USC '1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

- 27. Affirms that the statements herein are true, accurate, and complete (to the best of his or her knowledge and belief), and agrees to comply with the TDH terms and conditions if an award is issued as a result of this application. Willful provision of false information is a criminal offense (Title 18, USC 1001). Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available to the Government, be subject to civil penalties under the Program Fraud Civil Remedies Act of 1986 (45 CFR Part 79).

**Texas Department of Health  
Bureau of Emergency Management  
Regional EMD Resource Center Pilot Project Proposal  
Contract Specifications**

**1.0 Scope of Service:**

The Applicant, chosen to administer this project, shall provide emergency medical prearrival instructions for emergency callers transferred to the Center from designated Public Safety Answering Points (PSAP) in rural, underserved areas. The successful Applicant shall be capable of providing such prearrival instruction to a minimum of 20 callers per day.

**2.0 Period:**

The minimum term of the contract shall be from October 1, 2002 to June 30, 2003.

**Cancellation:**

Contract may be cancelled with thirty (30) days written notice by the Emergency Medical Service Medical Dispatch Center (EMSDC) or agency.

Upon cancellation of this contract, whether for cause or convenience, all unfinished documents, data, reports, examinations, examination keys, or any other material related to this contract, prepared by the EMSDC become the property of TDH.

**3.0 Cost of Bid Preparation:**

All cost associated with the preparation and submission of bids for this RFP are the responsibility of the Applicant. These costs shall not be chargeable to TDH by any successful or unsuccessful Applicant for the project.

**4.0 Applicant Point of Contact:**

Applicant is requested to provide the name and phone number of a point of contact for the submitted bid response; however the Applicant is hereby advised that this point of contact will not be recognized as or accepted in lieu of the authorized signature requirement of this RFP.

**5.0 Description of Services:**

- 5.1 The successful Applicant shall provide emergency medical instructions to rural emergency callers prior to the arrival of an EMS responder to the callers location.
- 5.2 The prearrival instructions shall be in accordance with the standards established under 25 TAC 157.49, related to emergency medical operators

and conform to the established standard of care pertaining to Emergency Medical Dispatching as described by the U.S. Department of Transportation's National Highway Traffic Safety Agency.

- 5.3 Designated Public Safety Answering Points (PSAP) in rural, underserved areas shall be capable of bridging emergency callers in need of prearrival medical instruction to the successful Applicant.
- 5.4 The Applicant shall have available a toll free telecommunications system capable of handling multiple callers simultaneously and which will permit the transferring PSAP to remain on the line during the call.
- 5.5 The Applicant, chosen to administer this project, shall be capable of providing such prearrival instruction to a minimum of 20 callers per day for each day of the one-year contract period.
- 5.6 The Applicant shall provide internal quality management review of a minimum of 20% of the calls originating from a rural PSAP.
- 5.7 The successful Applicant shall make available to the department statistical information regarding the types, the numbers, the frequency, the durations, the PSAP source, dates and times of referrals, and the outcomes of all rural PSAP-referred calls to the EMSDC Resource Center.

**6.0 Applicant Qualifications and Capabilities:**

- 6.1 The Applicant, its employees, nor any member of the project team can be currently employed or have been employed by TDH within the past twelve (12) months, preceding the date that Applicant submits its proposal.
- 6.2. Applicant shall supply to TDH the identification of the physician providing medical direction for the provision of prearrival instruction, referred to herein.
- 6.3. The Applicant shall supply a profile of the project team, duties of each team member and current certifications and/or credentials of each person delivering prearrival instruction.
- 6.4. The Applicant shall supply evidence that demonstrates the ability to achieve established deadlines for project implementation.
- 6.5 The Applicant shall provide a financial statement prepared by a certified public accountant that demonstrates adequate financial capability to perform the duties of this contract.
- 6.6. The Applicant shall not have past or pending administrative action (to include but not limited to an EMS license or certification suspension or revocation, or civil monetary penalty assessment) against it by the department or any state or federal regulatory or oversight agency.

## **7.0 Invoicing and Payment:**

Payment of services performed shall be paid quarterly only upon receiving quarterly financial progress reports no later than December 31, 2002; March 31, 2003; June 30, 2003; final payment to be paid no later than June 30, 2002. These reports shall contain description of activities to date, copies of all project-related expense vouchers and detail financial report showing proof of eligible expenditures on all categories applicable to this contract. TDH will make payments based on actual expenditures presented and outlined on a detailed financial report.

## **8.0 Evaluation and Award:**

All bid responses shall be reviewed and scored by an evaluation committee (see Attachment B: Bid Evaluation worksheet). Bids will be evaluated based upon the following:

- 8.1 An evaluation of all information in the Application;
- 8.2 A consideration of the applicant's experience in emergency medical dispatching;
- 8.3 The applicant's numerical Project Proposal Application score;
- 8.4 References submitted.

Applicant may be requested to make an oral presentation for further evaluation of abilities to perform described services. Should oral presentation be required, Applicant will be notified in writing with a minimum of one (1) week notice of the scheduled time and location. All presentations shall be made in Austin, Texas.

## **9.0 Liability:**

In performing the duties of the contract the Applicant shall assume all liability, secure all necessary releases and licenses, and follow accepted professional standards and practices.

## **10.0 Civil Rights:**

To the extent such provisions are applicable to the Applicant, Applicant agrees to fully comply with the following:

10.1. Title VI of The Civil Rights Act of 1964 (Public Law 88-352); Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112); The Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color and national origin) 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

10.2. Collectively, such requirements obligate the Applicant to provide services

without discrimination on the basis of race, color, national origin, age, sex, disability, or political or religious beliefs; award Applicant agrees that in carrying out the terms of this blanket order, it will do so in a manner which will assist the Applicant to comply with such obligations to the fullest extent of the Applicant's ability.

- 10.3. Applicant will use its best efforts to make available employment opportunities for qualified disabled individuals.

#### **11.0 Employment Practices:**

Applicant agrees to the nondiscriminatory requirements of Texas Labor Code, Chapter 21, which requires that employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.

#### **12.0 Dispute Resolution:**

In the event there is a dispute arising out of this agreement, the parties will resolve the dispute in accordance with dispute resolution process provided in Chapter 2250 of the Texas Government Code.

#### **13.0 Certification Regarding Debarment and Suspension:**

Applicant further certifies to the best of their knowledge and belief that by signing this bid the following:

- 13.1. The Applicant is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension;
- 13.2. Neither Applicant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 13.3. Applicant has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- 13.4. Applicant is not subject to an outstanding judgment in a suit against Applicant for collection of the balance to a federal or state agency;
- 13.5. Where Applicant is unable to certify to any of the statements in this article, Applicant shall attach an explanation;
- 13.6. Applicant shall not contract with a sub recipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.



#### 14.0 **Franchise Tax:**

Applicant certifies that its payment of franchise tax is current or, if Applicant is exempt from payment of franchise taxes, that it is not subject to the State of Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this contract and shall be grounds for termination at the option of TDH. If franchise tax payments become delinquent during the contract payments under this contract, payments under this contract shall be held until Applicants delinquent franchise tax is paid in full.

#### 15.0 **Hold Harmless and Indemnification Agreement:**

Applicant agrees to indemnify and hold harmless TDH as well as officers, agents, and employees of TDH, from all claims, losses, or suits accruing or resulting from personal injury occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of work under the terms of the contract, except claims, losses, or suits arising from any negligence by TDH, its officers, agents, employees, contractor or sub-contractors or any negligence of a third party, its (their) officers, agents, employees, contractors, sub-contractors. TDH shall give the Applicant written notice of each such claim or suit and full right and opportunity to conduct Applicants own defense thereof, together with full information and all reasonable cooperation.



# Bureau of Emergency Management Contract Services for Regional EMD Resource Center Pilot Project

## Attachment B: Proposal Estimate Worksheet

Description of Services	Estimate
1. Provision of emergency prearrival instructions to callers referred from designated rural PSAP's.	
2. Provision of a toll free telecommunications system capable of handling multiple callers simultaneously and which will permit the transferring PSAP to remain on the line during the call.	
3. Provision of internal quality management review of the calls originating from a rural PSAP.	
4. Provision of statistical information regarding the types, the numbers, the frequency, the durations, the PSAP source, dates and times of referrals, and the outcomes of all rural PSAP referred calls to the department.	
<b>Total</b>	

# Bureau of Emergency Management

## Contract Services for

### Regional EMD Resource Center Pilot Project

### Attachment C: Proposal Evaluation Worksheet

Applicant Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Instructions: For each of the major sections evaluated, rate the documentation provided by the Applicant for its completeness as submitted for each required factor. Bids that have not documented the ability to meet the basic minimum requirements will not be considered.

<b>Applicant Qualifications and Capabilities</b>	<b>Points Awarded</b>
1. Established emergency medical service dispatching operation providing emergency prearrival medical instruction. (1 point per each 2 years)	
2. Operational staff currently certified in Emergency Medical Dispatch by state and/or nationally recognized certification entity. (current EMD certification by all operators – 1 point current EMD certification + current EMS certification by operators – 2 points current EMD certification + current advanced EMS certification by operators – 3 points)	
3. Capability of providing prearrival instruction to a minimum of 20 referred callers per day from authorized rural PSAP's – (1 point) Capability of providing prearrival instruction to a minimum of 25 referred caller per day from authorized rural PSAP's - (2 points) Capability of providing prearrival instruction to a minimum of 30 referred caller per day from authorized rural PSAP's - (3 points)	
4. Ability to perform complete quality management/improvement review of 20% of prearrival instruction calls received under this contract – (1 point) Ability to perform complete quality management/improvement review of 50% of prearrival instruction calls received under this contract – (2 points) Ability to perform complete quality management/improvement review of 100% of prearrival instruction calls received under this contract – (3 points)	

**Bureau of Emergency Management**  
**Contract Services for**  
Regional EMD Resource Center Pilot Project  
**Attachment C: Proposal Evaluation Worksheet**

Applicant Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Applicant Qualifications and Capabilities</b>	<b>Points Awarded</b>
1. Established emergency medical service dispatching operation providing emergency prearrival medical instruction. (1 point per each 2 years)	
2. Operational staff currently certified in Emergency Medical Dispatch by state and/or nationally recognized certification entity. (current EMD certification by all operators – 1 point current EMD certification + current EMS certification by operators – 2 points current EMD certification + current advanced EMS certification by operators – 3 points)	
3. Capability of providing prearrival instruction to a minimum of 20 referred callers per day from authorized rural PSAP's – (1 point) Capability of providing prearrival instruction to a minimum of 25 referred caller per day from authorized rural PSAP's - (2 points) Capability of providing prearrival instruction to a minimum of 30 referred caller per day from authorized rural PSAP's - (3 points)	
4. Ability to perform complete quality management/improvement review of 20% of prearrival instruction calls received under this contract – (1 point) Ability to perform complete quality management/improvement review of 50% of prearrival instruction calls received under this contract – (2 points) Ability to perform complete quality management/improvement review of 100% of prearrival instruction calls received under this contract – (3 points)	

<b><u>TOTAL EVALUATION SCORE</u></b>	
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**Comments:**